

Honorable James L. Robart

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

[illegible]

The approval of the settlement of this matter having come before the Court by the filing of the Settlement Guardian ad Litem Report, and the Court having considered said Report and accompanying pleadings and the files and records herein; it is hereby ORDERED that:

A) The offered gross settlement of \$3,000,000.00 reached on behalf of Toby Meagher is adequate and reasonable and the settlement is approved by the Court.

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2 B) Geraldine McNamara, Toby Meagher’s attorney-in-fact, is authorized and  
3 directed to execute any and all instruments necessary to effect the settlement on behalf of  
4 Toby Meagher and her prior entry into any such agreement be ratified.

5 C) Peterson Wampold Rosato Feldman Luna’s fees and costs incurred in the  
6 representation of Toby Meagher in the total amount of \$1,234,656.43 are reasonable and  
7 are approved for payment from the settlement proceeds.

8 D) The Toby Meagher Trust is independently created and established by the  
9 Court pursuant to 42 U.S.C. §1396p(d)(4)(A).

10 E) Guardianship Services of Seattle (“GSS”) is appointed as Trustee of The  
11 Toby Meagher Trust with responsibility for the financial management and general  
12 administration of the Trust and discretionary distributions from the Trust.

13 F) The original Trust Agreement for The Toby Meagher Trust shall be  
14 delivered to the Trustee to be kept as a permanent Trust record.

15 G) The settlement proceeds shall not be considered to have been received by, to  
16 be available to, or to have come into the possession or under the control of Toby Meagher.

17 H) While the special needs trust for the benefit of Toby Meagher may be  
18 considered a “grantor” trust for tax purposes, in consideration of the purposes for establishing  
19 the Trust and the underlying federal statute authorizing its use, said Trust is not a grantor trust  
20 for any other purpose.

21 I) Any and all common law rights of revocation that may be considered available  
22 to Toby Meagher as beneficiary thereunder (as technical grantor) are specifically abrogated  
23 by the Court.  
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2 J) Peterson Wampold Rosato Feldman Luna, attorneys for Toby Meagher, are  
3 authorized and directed to distribute the net settlement proceeds to Guardianship Services  
4 of Seattle, Trustee of The Toby Meagher Trust.

5 K) Peterson Wampold Rosato Feldman Luna, attorneys for Toby Meagher, are  
6 authorized to retain a \$30,000 holdback to pay any outstanding costs, with any amount  
7 remaining from the holdback being distributed to Guardianship Services of Seattle, Trustee  
8 of The Toby Meagher Trust

9 L) Guardianship Services of Seattle is directed to file a Receipt of Funds with  
10 this Court for settlement proceeds it receives for Toby Meagher herein and deliver copies  
11 thereof to Peterson Wampold Rosato Feldman Luna and the Settlement Guardian ad Litem  
12 within sixty (60) days of the date of this Order.

13 M) Guardianship Services of Seattle, Trustee of the Toby Meagher Trust, is  
14 directed to open a case matter with the King County Superior Court for the administration of  
15 the Trust.

16 N) The Trustee's bond:

17 [X] shall not be required since the Trustee is a Washington State  
18 Chartered Trust Company

19 [ ] shall be required in the amount of \$\_\_\_\_\_.

20 [X] All Trust assets in excess of \$50,000.00 shall be held in blocked  
21 accounts with the Trustee filing a receipt of funds into blocked account within sixty  
22 (60) days of this Order. Withdrawals from the blocked account shall be permitted  
23 only by Order of Court.  
24

O) The Trustee of The Toby Meagher Trust is directed to submit and present for approval reports of trustee and other accounting information with the King County Superior Court annually.

P) The Trustee's first annual Report and Accounting is filed within ninety (90) days of the one-year anniversary date of the Trustee's appointment.

Q) The fees and costs incurred with Somers Tamblyn Isenhour Bleck in the amount of \$2,500.00 to draft The Toby Meagher Trust are approved as reasonable and Peterson Wampold Rosato Feldman Luna is directed to pay such fees and costs from the settlement proceeds before distributing funds to The Toby Meagher Trust.

R) The Litigation Guardian ad Litem fees and costs totaling \$4,205.00 and the Settlement Guardian ad Litem fees and costs totaling \$7,852.50 are approved as reasonable, and Peterson Wampold Rosato Feldman Luna is directed to pay such fees and costs from the settlement proceeds before distributing funds to The Toby Meagher Trust

DATED this 29th day of March, 2022.



JAMES L. ROBART  
United States District Judge

Presented by:  
BROTHERS & HENDERSON, P.S.

/s  
Joshua L. Brothers, WSBA No. 35761  
Settlement Guardian ad Litem for  
Toby Meagher

PETERSON WAMPOLD ROSATO FELDMAN LUNA

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Tomas A. Gahan, WSBA No. 32779  
Felix G. Luna, WSBA No. 27087  
Counsel for Plaintiff

Approved for Entry:  
KING COUNTY PROSECUTING ATTORNEY'S  
OFFICE – CIVIL DIVISION

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John R. Zeldenrush, WSBA No. 19797  
Counsel for Defendants

